Request for Proposals for Technical Support to Develop a Comprehensive Climate Action Plan for the Raleigh-Cary and Durham-Chapel Hill 2-MSA Planning Area

This request for proposals is intentionally brief ("short form") to aid in a rapid assessment of interest and ability for consultants to provide technical assistance in the development of the key components of the Comprehensive Climate Action Plan (CCAP) which is a deliverable of the EPA-funded Climate Pollution Reduction Grant (CPRG) that was awarded to Central Pines Regional Council (CPRC) through grant agreement 5D - 02D56123.

Proposals will be evaluated on the quality of responses. Any price estimates will not be final until both CPRC and the selected contractor agree and finalize and sign a contract and a scope of work. Each contract will contain terms and conditions that comply with the grant terms as well as local, state, and federal laws.

Based on our experience with the development of the Priority Climate Action Plan (PCAP) (a prior deliverable of CPRG), CPRC staff and its existing university partners will need technical support to deliver the key elements of the CCAP. This is a purely technical scope of work, however the technical expert providing the support must be able to communicate with CPRC project managers and university technical staff to assure accuracy and documentation of assumptions in keeping with EPA guidance. Please do not include information about non-relevant work experience like outreach and engagement and education on climate topics in your proposal.

SCOPE OF WORK

Task 1: GHG Emissions Projections

Aid in the development of GHG Emissions Projections.

EPA guidance description of section:

- Near-term (e.g., 2030-2035) and long-term (e.g., 2050) projections of GHG emissions are required to be included in the CCAP. This element includes projections of GHG emissions (and sinks, if feasible) in the absence of plan measures (e.g., a "business-as-usual" projection), and a projection of GHG emissions under a scenario where the plan is fully implemented.
- The inclusion of sector-based projections is strongly recommended (e.g., establishing a separate GHG emissions projection for transportation, electricity generation, commercial and residential buildings, industry, agriculture, and waste and materials management).

• Existing GHG projections may be used for projections (we do have those under PCAP- correct? So we need to say that to help the contractor understand what they are getting into with this), but updating, modifying, or expanding these projections for the CCAP as appropriate is highly desired.

Task 2: Quantified GHG Reduction Measures

Aid in determining the quantifiable GHG emissions reductions (or enhancement of carbon sinks) in the Quantified GHG Reduction Measures section.

EPA guidance description of section:

- A CCAP must include a full suite of implementation measures that have been identified to meet the GHG reduction targets specified elsewhere in the CCAP. The plan must include measures addressing the main GHG emission sectors: industry, electricity generation and/or use, transportation, commercial and residential buildings, industry, agriculture, natural and working lands, and waste and materials management.
- Similar to the PCAP, for each measure, the CCAP must identify the quantifiable GHG emissions reductions (or enhancement of carbon sinks), key implementing agency or agencies, implementation schedule and milestones, expected geographic location if applicable, milestones for obtaining implementation authority as appropriate, identification of funding sources if relevant, and metrics for tracking progress. It must also include cost information for each measure.

Task 3: Benefits Analysis

Determine quantified estimates of co-pollutant reductions associated with GHG reduction measures for the Benefits Analysis section.

EPA guidance description of section:

- Quantified estimates of co-pollutant reductions (e.g., PM2.5, NOx, SO2, VOCs, air toxics, etc.) associated with GHG reduction measures are required for the suite of measures included in the CCAP.
- Grant recipients (CPRC) are also required to track, minimize, and mitigate, to the extent possible, any potential disbenefits resulting from implementation of GHG reduction measures included in their CCAP. Assessment of additional benefits is encouraged.

Task 4: Low-Income and Disadvantaged Communities Benefits Analysis

Aid in determining the extent to which GHG reduction measures will deliver emissions reductions and other benefits to low-income and disadvantaged communities for the Low-Income and Disadvantaged Communities Benefits Analysis section.

EPA guidance description of section:

Planning grant recipients must evaluate the extent to which any GHG reduction measures in the CCAP will deliver co-pollutant emissions reductions and other benefits to low-income and disadvantaged communities.

Please use the below RFP Form to create your proposal. Submittal and any questions can be directed to Emily Barrett at <u>ebarrett@centralpinesnc.gov</u> with a carbon copy to Shuchi Gupta <u>sgupta@centralpinesnc.gov</u>. Submittals will be reviewed by July 19, 2024.

END OF SCOPE OF WORK

RFP FORM - BEGINNING

Number of years' experience using the ICLEI ClearPath tool for greenhouse gas emissions calculations and for scenario planning for each person who you propose to work on this project. Please indicate if the technical support will be provided by this person, or if this person is a manager who will review and support another staffer in doing the technical support for the CPRC work.

Name	Years' Experience for this Person	Notes

- □ Has each person listed above read both the <u>PCAP</u> for the Raleigh-Cary and Durham-Chapel Hill Metro Areas and the <u>PCAP</u> for the State? [check yes or no]
 - □ Yes
 - □ No

Can you share any observations or comments you have regarding either/both plan(s)? [Fill in below.]

- Please describe your ability to collaborate with and technically advise universities, technical university staff, MPO's or COGs, and State government employees in greenhouse gas quantification, greenhouse gas reduction scenario development and quantification, and related topics that are material to the development of a CCAP. Include any examples and number of years of experience, with the years' experience segregated by staffer.
- Do you have the capacity to work an **average** of 4 hours per week for one year (from contract execution date to July 2025) in a collaborative/advisory/support role? [check yes or no]
 - Yes
 - □ No
- □ What is an estimate of the approximate price for the above level of effort and support?
- Do you have additional information that demonstrates your proven ability to provide technical expertise, for greenhouse gas emission reduction estimates and future-casting or modeling the effects of these reductions, in support of the development of the CCAP for the Raleigh-Cary and Durham-Chapel Hill planning area?
- □ Have you read the example contract terms in this RFP? [check yes or no]
 - □ Yes
 - □ No
- Do you have questions or concerns with the example contract terms? [Fill in below.]

RFP FORM END

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EXAMPLE CONTRACT TERMS ARE BELOW. CONSULTANT SHOULD REVIEW AND RAISE ANY CONCERNS UPON PROPOSAL SUBMITTAL.

- NOW, THERFORE, IT IS AGREED among the parties that the following terms and conditions shall apply to the delivery of services:
- 1. <u>Definitions</u>. The following words and phrases shall have the general meaning(s) as set forth below for the purposes of this agreement.

• "Person" shall mean an individual, partnership, corporation, limited liability Company, association, trust, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision thereof.

- Termination Date" shall mean the last day of the Term.
- 2. <u>Term</u>. The term of the Service Agreement (the "Term") shall begin on date of signature and end on [DATE].
- 3. <u>Scope of Services</u>. Contractor shall provide CPRC with such assistance as may be related to the Scope of Work as provided in Exhibit A.
- 4. <u>Compensation</u>. CPRC shall pay a maximum of [\$VALUE] to the Contractor for the execution of the tasks set forth in the Scope of Work. CPRC shall reimburse Contractor on a cost-incurred basis. Such rates include all administrative overhead expenses, secretarial support, local travel and telephone calls, and profit. To obtain reimbursement, Contractor shall submit to CPRC an itemized invoice within 5 days after the close of each quarter. CPRC shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by the Agreement. CPRC payment term is net 30 days from the date of invoice.
- 5. <u>Amendments-Waiver</u>. Any amendment to or modification of this Agreement and any waiver of any provision hereof, shall be in writing and shall require the prior written approval of CPRC

and Contractor.

- 6. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to contracts made and to be performed therein.
- 7. <u>Consent to Jurisdiction</u>. Each Party hereby agrees to submit to the nonexclusive jurisdiction of the court in and of the State of North Carolina and to the courts to which an appeal of the decisions of such courts may be taken and consents that service of process with respect to all courts in and of the State of North

Carolina may be made by registered mail to such address set forth on page 1 hereof.

- 8. <u>No Third-Party Beneficiaries</u>. This Agreement is not intended to confer any rights or remedies upon any Person other than the parties hereto and their successors and permitted assigns.
- 9. <u>Independent Contractor</u>. The parties expressly acknowledge hereto that the relationship of Contractor to CPRC is that of an independent contractor. Nothing contained in this Agreement shall create an employer-employee, principal-agent, or partnership relationship between Contractor and CPRC. CPRC shall not exercise control or direction over the manner or method by which services are rendered by Contractor hereunder, either expressly or by implication.
- <u>Termination</u>. This Agreement may be terminated by either CPRC or Contractor upon thirty
 (30) days written notice without penalty. In the event of such termination, CPRC shall be liable only for payments due hereunder for expenses and services rendered by Contractor prior to the date of the notice of termination.
- 11. <u>Successors and Assigns</u>. Neither of the contractor parties shall have the right to assign this Agreement to its successors and assigns, including all covenants and agreements hereunder, without the prior written consent of either CPRC or Contractor.
- 12. <u>Captions: Gender and Number</u>. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement. The gender and number used in this Agreement are used as reference terms only and shall apply with the same effect whether the parties are of the masculine, neuter or feminine gender, corporate or other form, and the singular shall likewise include the plural.
- 13. <u>Entire Agreement</u>. This Agreement constitutes the full and entire understanding and agreement between the parties hereto with regard to the subject hereof, and supersedes all prior agreements and understandings, whether oral or written, with respect hereto.
- 14. <u>E Verify</u>. Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with North Carolina General Statute 64-25 et seq. In addition, to the best of Contractors' knowledge, any subcontractor employed by CPRC as a part of this Agreement shall be in compliance with the requirement of E-Verify and North Carolina General Statute 64-25 et seq.

- 15. <u>Iran Divestment Act Certification</u>. (Applicable only to contracts/agreements valued at \$1,000.00 or more). Contractor certifies that, as of the date listed on this contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
- 16. <u>EPA Quality Assurance Project Plan Compliance</u>. The EPA requires that a Quality Assurance Project Plan be drafted and followed for any project funded by the EPA. In order to assist CPRC in complying with this requirement, Contractor will summarize any data sets used, including geographical information system (GIS) data, in the following table format throughout the work period:

Data Set Citation (including title, who created the data set, where it was obtained— including the web address)	Data Set Edits Applied and Assumptions (be as detailed as possible in order to allow replication)	Location Where Data is Used or Presented for the CPRG Project (web address, meeting date/location, or report)	Notes

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals, one of which is retained by each party as of the date and year first above written.

END OF EXAMPLE CONTRACT TERMS